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monthly installments, in consideration of the plaintiff's promise to give instructions by correspondence in engineering until the defendant was qualified for a diploma. After two installments the defendant repudiated the contract. *Held*, that the plaintiff may recover for all installments as they become due. *International Correspondence Schools v. Ayres*, 106 L. T. R. 845 (Eng., K. B. D., Apr. 30, 1912).

The soundness of the decision in the principal case must rest on the ground that the defendant relied upon his remedy and did not intend to make performance a condition precedent. There has been such a holding in the somewhat analogous cases of contracts where the date of payment precedes delivery, and in insurance or other aleatory contracts. *Mattock v. Kinglake*, 10 A. & E. 50; *Christie v. Borelly*, 29 L. J. C. P. 153. In these cases there has been a tendency in England to enforce the promise as independent. *Dunlop v. Grote*, 2 C. & K. 153. See *SALE OF GOODS ACT*, 1893 (56 & 57 VICT. c. 71), § 49. Perhaps a more natural interpretation of a contract such as that in the principal case would conceive of the parties as contemplating the ordinary equivalent exchange of performances. *International Text-Book Co. v. Jones*, 166 Mich. 86, 131 N. W. 98. In schools where the cost of maintenance is constant, reduction of damages would be impracticable. *Collins v. Price*, 5 Bing. 132. But, on the facts presented by the principal case, from the agreed price could be deducted the expense in postage and typewriting, which the repudiation saved the school. *International Text-Book Co. v. Schulte*, 151 Mich. 140, 114 N. W. 1031. It is submitted that where, as here, no clearly defined intention appears, the equitable result would be to regard each performance as dependent on the other.

CORPORATIONS — STOCKHOLDERS — RIGHTS INCIDENT TO MEMBERSHIP — PREFERRED STOCKHOLDER'S RIGHT OF PRÉEMPTION. — A corporation voted to increase its capital by issuing common stock and giving a right of preéemption at par to common stockholders only. A preferred stockholder brought a bill to restrain the issue unless the preferred stockholders were allowed to subscribe on the same terms as the common stockholders. His motion for an injunction *pendente lite* was denied "but upon condition that he be allowed to subscribe for an equivalent amount of preferred stock at par." The preferred stockholder appealed. *Held*, that the order be affirmed. *Russell v. American Gas and Electric Co.*, 47 N. Y. L. J. 2047 (N. Y., App. Div.). See NOTES, p. 75.

CRIMINAL LAW — FORMER JEOPARDY — SEVERER PUNISHMENT FOR HABITUAL CRIMINAL. — The defendant after conviction and sentence for grand larceny was brought before another court in a separate proceeding instituted according to the West Virginia Code by information charging him with prior conviction. Upon the establishment of his identity he was sentenced with additional punishment. *Held*, that the defendant is not deprived of his constitutional rights. *Graham v. West Virginia*, 224 U. S. 616, 32 Sup. Ct. 583.

The infliction of severer punishment on old offenders when the former conviction is alleged in the indictment has been held not repugnant to the jeopardy clause of the constitution. *Moore v. Missouri*, 159 U. S. 673, 16 Sup. Ct. 179. The reason is that the additional penalty is not imposed on the former crimes but on the later offense rendered more serious by the fact of former convictions. No distinction is drawn where the identity of the defendant is established in a later proceeding prosecuted upon an information, such question being distinct from the issue of the later conviction. *Ross' Case*, 2 Pick. (Mass.) 165. That the additional punishment for the later offense is imposed subsequent to sentence for that offense does not place the defendant in double jeopardy, for it is merely a revision of the punishment given by the state for a crime, the commission of which is not in question; it is not a re-trial for the same offense.